

DECLARATION

1. I, Robert Grosz, am the Executive Vice President and Chief Revenue Officer of Elauwit Networks, LLC (“Elauwit”), based in Charleston, SC. Elauwit, formed in 2009, is a private cable operator (“PCO”) that provides video, voice and Internet services to residential multi-tenant properties, in direct competition with larger, well-funded entities.

2. Elauwit is a technology integrator that provides bulk Internet and television services to a total of 192 properties in 40 states, representing a total of 115,000 housing units. Our services are highly competitive and innovative – we offer wired and wireless Internet services with up to 10 Gigabit speeds to a property and up to 1 Gigabit speeds to end-user devices. These networks provide both Internet services to consumer devices and a reliable and robust network to connected building devices such as smart thermostats, access control, security cameras, and sensor networks which control and monitor water and electricity flows. Lastly, we offer competitive linear and non-linear video services delivered via a private closed radio frequency (RF) or Internet Protocol (IP) network, or over-the-top (OTT) from various competitive providers.

3. I have been with Elauwit since April 2016. Previously, I have been employed by technology, communications and real estate companies. I have a total of 24 years of experience in the communication and technology industry, and thus am very familiar with the technical, economic and competitive challenges faced by communications and technology service providers throughout the country, particularly in markets where a company must compete with much larger players who have more significant resources.

4. Elauwit depends on property owner investments in cabling infrastructure in order to deploy our innovative services for the use and enjoyment of tenants of multi-tenant properties. For competitive providers like Elauwit who do not self-fund their network buildouts through cash flows generated from complementary revenue streams (like advertising sales or municipal taxation), real estate owner investment and cooperation is critical given the disruptive nature of deploying these systems and the substantial capital outlay required to construct and launch a system at a multi-tenant property. Simply put, if a property owner cannot realize a return on their investment or if that investment will open the door to the chaos generated from the forcible taking of their infrastructure under Article 52, that infrastructure

investment **will not be made** which will limit the number of service providers that can afford to service a property.

5. In Elauwit's experience the optimal way to deliver Internet service to a tenant is through bulk service agreements between a property owner and a service provider. Bulk Internet services can be delivered without requiring the tenant to interface with customer service representatives, to take time from work or family to wait for a technician to activate service, provide for much faster and innovative service such as community-wide wireless roaming, and use economies of scale and high-capacity fiber commercial bandwidth purchases to deliver services at no or low cost to tenants. Bulk services agreements also provide ubiquitous Internet coverage to facilitate the delivery advanced building systems through connected devices and machines, sensor networks, air-quality monitoring, life-safety systems, and environment controls resulting in energy and water savings. As the Commission has recognized (Second Report and Order, MB Docket No. 07-51; released March 2, 2010), bulk billing arrangements provide "significant pro-consumer effects". Bulk arrangements allow companies like ours to offer reduced prices to customers by spreading fixed costs among many subscribers using common facilities and Internet circuit. However, bulk arrangements only work if the property owner is allowed to own and control their own infrastructure throughout the building and is allowed to contract with a single service provider to give undisturbed access to 100% of their occupiable units which Article 52 effectively disallows.

6. Additionally, the inability of a service provider to guarantee 100% carriage in a multi-tenant property may create contractual defaults with provisions and commitments related to bulk distribution rights of video content delivered from national programming providers (like HBO, Viacom, ABC/Disney/ESPN, and others) which requires that their content is delivered to 100% of the occupiable units in order to leverage customer advantageous bulk rights and rates. If Article 52 stands, the inability for a property owner to assure 100% carriage without violating bulk carriage provisions may create a ripple across the entire bulk video industry effectively eliminating the concept of bulk video distribution across the entire United States, yielding higher rates and eliminating the convenience delivered from bulk video agreements for millions of tenants of multi-tenant buildings.

7. Article 52 increases, not reduces the digital divide. Bulk billing arrangements are typically used by property owners and service providers to provide affordable video and broadband services to shared-living environments like retirement and nursing homes, student housing, and lower- or fixed-income residents. These communities typically house residents that are underserved by

traditional Internet and video providers. This is especially true in our service territory. Every property where we provide service is done so with bulk billing arrangements. We provide service to students who have little access to income sources to pay for connectivity or video television services. Students depend upon our bulk Internet service to learn, to study, to connect with family and friends at no cost to them. As Article 52 raises serious disincentives and interferes with property owner contracts, the impact on bulk agreements will increase the number of unserved or underserved consumers of quality Internet and video services. If not for bulk service arrangements, the tenants of many multi-tenant buildings would increase, not reduce, the digital divide. As a result, consumers who depend on such arrangements for access to Internet or video will receive either no service at all, or services at higher prices and poorer service.

8. Lastly, in Elauwit's experience, a significant portion of service interruptions and related problems in multi-tenant properties are caused by issues relating to uncontrolled access to inside wiring by any entity other than the contracted service provider. Because Article 52 does not address how multiple providers on the same property must behave towards each other, the ordinance will only make these problems worse. Specifically, the use of common wiring or communication rooms and lock-boxes for two or more providers usually results in interference, which leads to service cutoffs and, eventually, loss of customers. In other instances, service providers have simply disconnected the inside wiring that connects our service to a tenant and reattached that wiring to their own equipment. These situations have aggravated and confused customers.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Executed on May 18th, 2017.

Robert Grosz